

# COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



This form is jointly issued and published by the Office of the Comptroller (CTR), the Executive Office for Administration and Finance (ANF), and the Operational Services Division (OSD) as the default contract for all Commonwealth Departments when another form is not prescribed by regulation or policy. The Commonwealth deems void any changes made on or by attachment (in the form of addendum, engagement letters, contract forms or invoice terms) to the terms in this published form or to the Standard Contract Form Instructions and Contractor Certifications, the Commonwealth Terms and Conditions, the Commonwealth Terms and Conditions for Human and Social Services or the Commonwealth IT Terms and Conditions which are incorporated by reference herein. Additional non-conflicting terms may be added by Attachment. Contractors are required to access published forms at CTR Forms: <https://www.macomptroller.org/forms>. Forms are also posted at OSD Forms: <https://www.mass.gov/lists/osd-forms>.

|   |                            |  |                            |
|---|----------------------------|--|----------------------------|
| <b>CONTRACTOR LEGAL NAME:</b> Securix Technologies LLC<br>(and d/b/a):  |                            | <b>COMMONWEALTH DEPARTMENT NAME:</b> Norfolk Sheriff's Office<br><b>MMARS Department Code:</b> SDN   |                            |
| <b>Legal Address:</b> (W-9, W-4): 5360 Legacy Dr, Ste 300, Plano, TX 75024  |                            | <b>Business Mailing Address:</b> 200 West Street, PO Box 149, Dedham, MA 02027   |                            |
| <b>Contract Manager:</b>  | <b>Phone:</b> 413-285-5748 | <b>Billing Address (if different):</b>   |                            |
| <b>E-Mail:</b> sheri.turowsky@securixtechnologies.com   | <b>Fax:</b>                | <b>Contract Manager:</b> Kristin Conley  | <b>Phone:</b> 781-751-3316 |
| <b>Contractor Vendor Code:</b> VC7000090409   |                            | <b>E-Mail:</b> <a href="mailto:konley@norfolksheriffma.org">konley@norfolksheriffma.org</a>  | <b>Fax:</b> 781-751-3373   |
| <b>Vendor Code Address ID (e.g. "AD001"):</b> AD 002<br>(Note: The Address ID must be set up for EFT payments.)   |                            | <b>MMARS Doc ID(s):</b>  |                            |
| <b>NEW CONTRACT</b><br>PROCUREMENT OR EXCEPTION TYPE: (Check one option only)<br><input type="checkbox"/> Statewide Contract (OSD or an OSD-designated Department)<br><input type="checkbox"/> Collective Purchase (Attach OSD approval, scope, budget)<br><input type="checkbox"/> Department Procurement (includes all Grants - <u>815 CMR 2.00</u> ) (Solicitation Notice or RFR, and Response or other procurement supporting documentation)<br><input type="checkbox"/> Emergency Contract (Attach justification for emergency, scope, budget)<br><input type="checkbox"/> Contract Employee (Attach Employment Status Form, scope, budget)<br><input type="checkbox"/> Other Procurement Exception (Attach authorizing language, legislation with specific exemption or earmark, and exception justification, scope and budget)   |                            | <b>X CONTRACT AMENDMENT</b><br>Enter Current Contract End Date <u>Prior</u> to Amendment: <u>March 2</u> , 20 <u>28</u> .<br>Enter Amendment Amount: \$ _____ (or "no change")<br>AMENDMENT TYPE: (Check one option only. Attach details of amendment changes.)<br><input checked="" type="checkbox"/> Amendment to Date, Scope or Budget (Attach updated scope and budget)<br><input type="checkbox"/> Interim Contract (Attach justification for Interim Contract and updated scope/budget)<br><input type="checkbox"/> Contract Employee (Attach any updates to scope or budget)<br><input type="checkbox"/> Other Procurement Exception (Attach authorizing language/justification and updated scope and budget) |                            |
| The Standard Contract Form Instructions and Contractor Certifications and the following Commonwealth Terms and Conditions document are incorporated by reference into this Contract and are legally binding: (Check ONE option): <input checked="" type="checkbox"/> <u>Commonwealth Terms and Conditions</u> <input type="checkbox"/> <u>Commonwealth Terms and Conditions For Human and Social Services</u> <input type="checkbox"/> <u>Commonwealth IT Terms and Conditions</u>  |                            |  |                            |
| <b>COMPENSATION:</b> (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under <u>815 CMR 9.00</u> .<br><input checked="" type="checkbox"/> <u>Rate Contract.</u> (No Maximum Obligation) Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.)<br><input type="checkbox"/> <u>Maximum Obligation Contract.</u> Enter total maximum obligation for total duration of this contract (or <u>new</u> total if Contract is being amended). \$ _____  |                            |  |                            |
| <b>PROMPT PAYMENT DISCOUNTS (PPD):</b> Commonwealth payments are issued through EFT 45 days from invoice receipt. Contractors requesting accelerated payments must identify a PPD as follows: Payment issued within 10 days ___% PPD; Payment issued within 15 days ___% PPD; Payment issued within 20 days ___% PPD; Payment issued within 30 days ___% PPD. If PPD percentages are left blank, identify reason: ___agree to standard 45 day cycle ___statutory/legal or Ready Payments ( <u>M.G.L. c. 29, § 23A</u> ); ___only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy.)   |                            |  |                            |
| <b>BRIEF DESCRIPTION OF CONTRACT PERFORMANCE OR REASON FOR AMENDMENT:</b> Piggyback DOC Policy.<br>This 5 <sup>th</sup> Amendment is for Inmate Free Calling and communications. No commission on communications or entertainment. All existing terms and conditions apply. See attached Scope of Service.  |                            |  |                            |
| <b>ANTICIPATED START DATE:</b> (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations:<br>___ 1. may be incurred as of <u>December 1, 2023</u> (latest signature date below) and <u>no</u> obligations have been incurred <u>prior</u> to the Effective Date.<br>___ 2. may be incurred as of _____, 20____, a date LATER than the Effective Date below and <u>no</u> obligations have been incurred <u>prior</u> to the Effective Date.<br><input checked="" type="checkbox"/> 3. were incurred as of <u>December 1, 2023</u> , a date PRIOR to the Effective Date below, and the parties agree that payments for any obligations incurred prior to the Effective Date are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claims related to these obligations.   |                            |  |                            |
| <b>CONTRACT END DATE:</b> Contract performance shall terminate as of <u>March 2, 2028</u> , with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.  |                            |  |                            |
| <b>CERTIFICATIONS:</b> Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor certifies that they have accessed and reviewed all documents incorporated by reference as electronically published and the Contractor makes all certifications required under the Standard Contract Form Instructions and Contractor Certifications under the pains and penalties of perjury, and further agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the applicable Commonwealth Terms and Conditions, this Standard Contract Form, the Standard Contract Form Instructions and Contractor Certifications, the Request for Response (RFR) or other solicitation, the Contractor's Response (excluding any language stricken by a Department as unacceptable, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in <u>801 CMR 21.07</u> , incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract. |                            |  |                            |
| <b>AUTHORIZING SIGNATURE FOR THE CONTRACTOR:</b><br>X: <u>[Signature]</u> Date: <u>5/17/2024</u><br>(Signature and Date Must Be Handwritten At Time of Signature)   |                            | <b>AUTHORIZING SIGNATURE FOR THE COMMONWEALTH:</b><br>X: <u>[Signature]</u> Date: <u>5/20/24</u><br>(Signature and Date Must Be Handwritten At Time of Signature)  |                            |
| Print Name: <u>Kevin Elder</u><br>Print Title: <u>President</u>   |                            | Print Name: <u>Kristin Conley</u><br>Print Title: <u>Director of Finance</u>   |                            |





## SCOPE OF SERVICES AND BUDGET FOR STANDARD CONTRACT



### A. Scope of Services      Securus Technologies 5<sup>th</sup> Amendment FY24

This **UPDATED SCOPE AND BUDGET** ("Amendment") is effective as of December 1<sup>st</sup>, 2023 ("Amendment Effective Date") and amends and supplements that certain Commonwealth of Massachusetts Standard Form Contract by and between Securus Technologies, LLC ("we," "us," or "Provider") and Norfolk County Sheriff's Office ("you" or "Customer") executed in December, 2019, as subsequently amended (collectively, the "Norfolk Contract"). Capitalized terms contained but not defined herein are defined in the Norfolk Contract.

**WHEREAS** the Scope of Services and Budget 4<sup>th</sup> Amendment FY24 with a last dated signature of September 28, 2023 to increase the call recording storage for a period of 60 months from the date of recording.

**WHEREAS** on December 1st, 2023, the Commonwealth of Massachusetts required that "communication services [any telephone or electronic communications] shall be provided free of charge to the person initiating and the person receiving the communication" in prisons and jail facilities across the state ("the Act").

**WHEREAS**, the parties must comply with the Act, and Customer and Provider desire to amend the Norfolk Contract in order to reflect the necessary changes under such Act.

**NOW, THEREFORE**, as of the Amendment Effective Date and in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

1. **Term.** This Amendment shall commence on the Amendment Effective Date and shall remain in effect through the Term of the Norfolk Contract. Notwithstanding anything to the contrary, the terms and conditions of the Norfolk Contract shall continue to apply for so long as we continue to provide the Applications to you after the expiration or earlier termination of this Norfolk Contract.
2. **Elimination of Communication Charges.** As of the Amendment Effective Date, Provider will no longer charge the person initiating or receiving the communication for communication services, including, but not limited to, ITS, SVV, eMessaging, or any other communications Applications under the Norfolk Contract. For the purposes of clarity, all telephone and electronic communication under the Norfolk Contract shall be provided at no cost to the person initiating or receiving the communication.
3. **Elimination of Commission Structure.** As of the Amendment Effective Date, Customer will no longer be paid Commissions or other payments related to providing communication services; including but not limited to:
  - a. The Inmate Calls Base Commission (All Call Types) payments, which are hereby eliminated.
  - b. Commission on eMessaging stamps, which are hereby eliminated.
  - c. Commissions on SVC, which are eliminated.
  - d. Commissions on Tablets, which are eliminated.
4. **Establishment of Escrow Account:** The parties acknowledge that they do not agree on the reach of the Act regarding eliminating commissions payments on Tablets and media. Provider is seeking further clarification from the Administration and Finance office for Massachusetts ("A&F") and, should changes to this Amendment be needed based on such guidance, the parties will work in good faith to negotiate an additional amendment. Notwithstanding the foregoing, Provider will, on a monthly basis, deposit the amount it would otherwise owe Customer in commissions on Tablets and media in an escrow account maintained by Wilmington Savings Fund Society, FSB, a federal savings bank duly organized and existing under the laws of the United States of America (the "Escrowed Funds"), and will pay Customer the Escrowed Funds if and when the A&F determines that the commissions on Tablets and media should not be impacted by the Act. Conversely, if and when the A&F determines the Act does apply to commissions on Tablets and media, Provider will pay the Escrowed Funds into the Massachusetts General Fund.

5. Inmate Debit Option. As of the Amendment Effective Date, Provider shall separately invoice Customer for Inmate Debit, and Customer shall pay such invoice within 45 days from receipt.

6. New ITS and Electronic Communications Payment Structure<sup>1</sup>. As of the Amendment Effective Date, Customer will be responsible for payment of the offerings in the SOW provided by Provider to the Facility at the following rates:

| Offering              | Rates per minute <sup>2</sup> |
|-----------------------|-------------------------------|
| ITS                   | \$0.0399                      |
| GEX                   | \$0.02*                       |
| ICER and IPRO         | Included in the ITS Rate      |
| WordAlert and THREADS | Included in the ITS Rate      |
| SVC                   | \$0.01                        |
| Digital Mail Center   | \$0.005                       |
| Emessaging            | \$0.013                       |
| <b>TOTAL</b>          | <b>\$0.0879</b>               |

Provider will send Customer an itemized monthly invoice. Applicable taxes and fees, including state regulatory fees, Federal USF fees and the Federal Cost Recovery Fee, will be added to all invoices. Taxes and regulatory fees may change periodically based on statutory rates. Payment of this invoice is due on receipt.

*\*If Customer wishes to not add Guarded Exchange Monitoring (GEX) to Customer's Applications suite, Customer needs to initial here: \_\_\_\_\_.*

7. Additional Applications. As of the Amendment Effective Date, the following Applications are added to the Norfolk Contract:

**GUARDED EXCHANGE**

Provider's subsidiary, Guarded Exchange, LLC ("GEX"), will provide services as described in this section.

For telephone services, GEX will deploy an offender communications monitoring system ("GEX System") designed to assist with identification of (1) suspicious or suggestive key words or phrases; (2) phrases that suggest threats to security of the Facility(s) and Facility personnel; and (3) criminal activity in and outside of the Facility(s). The GEX System will analyze a selected subset of communications originating from the Facility(s), including, as agreed, specific communications that match criteria provided by Customer (Targeted Requests). Guarded Exchange will provide reports to Customer that detail a breakdown of threat levels identified.

For Video Connect Services, if Customer requires at least 24-hours scheduling notice, Guarded Exchange analysts will monitor all Securus Video Connect sessions for facility protocol violations. If Customer allows pop-up Visitation (i.e., does not require at least 24-hours scheduling notice), Provider will schedule at least one analyst during Video Connect hours to monitor as many sessions as possible. Guarded Exchange will provide reports to Customer that detail a breakdown of facility protocol violations.

The cost of Guarded Exchange was considered and included in the Applications offering and other terms contained herein. Any applicable taxes and fees will be charged to the Customer, if any.

**WORD ALERT**

Securus Word Alert is a safety, security, and investigative feature of the NextGen Secure Communications Platform which uses speech-to-text technology to transcribe the audio in calls and, if applicable, Video Connect sessions to text and allows investigators to search text transcripts for specified words and phrases. Word Alert may also be used in association with Securus Text Connect if deployed. It also enables investigators to request English translations of transcripts that are in some other languages. Customer's use of Word Alert is governed by and conditioned upon the terms set forth herein.

<sup>1</sup> The parties agree Provider will charge Customer a flat rate for each Application based on telephone calls per minute.

<sup>2</sup> Plus any applicable taxes, fees and surcharges.

The cost of Word Alert was considered and included to the Applications offering and other terms contained herein. Any applicable taxes and fees will be charged to the Customer, if any.

8. Address Change. Provider's Notice and Payment addresses are hereby changed to the following:

Notice Address:

Payment Address:

5360 Legacy Drive, Suite 300  
Plano, Texas 75024  
Attention: General Counsel  
Phone: (972) 277-0335

5360 Legacy Drive, Suite 300  
Plano, Texas 75024  
Attention: Accounts Payable  
Phone: (972) 277-0335

9. Except as expressly amended by this Amendment, all of the terms, conditions and provisions of the Norfolk Contract shall remain in full force and effect. It is the intention of the Customer, Provider, Massachusetts DOC, and the Executive Office of Public Safety and Security to review the performance made pursuant to this Amendment and negotiate in good faith any further adjustments order to comply with the Act on or before the close of March 2025.

The vendor shall serve at all times as an independent contractor, and shall not be considered an employee of the Sheriff's Office. The vendor is expressly permitted to pursue other personal and private employment during normal working hours. The vendor shall not be paid any holiday, vacation, or other benefits by the Sheriff's Office. No expense of more than \$25 shall be reimbursed without prior approval of the Sheriff or his designee. Such expenses may include fees for court related documents, reimbursements for travel, etc.

**CONTRACT CONDITIONS:**

The contracts maximum obligation is not to be exceeded, without prior approval of the Chief of Staff, or the Director of Finance. It should not be assumed that a vendor will receive payments up to the maximum amount in a given contract period. This contract may be amended in whole or in part at any time by the NCSO, this includes the right of cancellation. Payments under this contract may be withheld until the NCSO is satisfied goods/materials have been delivered or services have been rendered. Any contract language herein that is in conflict with these terms is null and void.

**COMMENTS:**

Vendor will provide scope of services with no exclusions and at no additional cost to the NCSO. Vendor shall submit the standard NCSO vendor invoice and timesheets supporting all costs invoiced for review, prior to payment to the Director of Finance. Vendor will be paid monthly. Vendor will only be paid for costs associated with this contract. Payment may be withheld until the NCSO is satisfied expenditures were made and services were provided in accordance with the provisions of this contract.

This contract may be amended at anytime at the sole discretion of the NCSO, to include but not be limited to the maximum obligation and the terms and conditions herein. Vendor agrees to abide by state, county, and NCSO rules, regulations, and conditions.

Vendor shall not be entitled to the NCSO's worker compensation coverage for any injury occurring or arising as a result of vendor's performance of duties. While malpractice insurance is not required under this contract, vendor is not entitled to liability insurance protection of any sort from the NCSO.

The NCSO must approve any staff member of the bidder to perform the scope of services. Prior approval of the NCSO must be obtained before commencing services, which includes staffing changes.

Vendor must follow the vendor security policy. All vendor personnel will be required to pass a security clearance before performing work at the NCSO. The vendor will absorb all costs associated with security issues (vehicle inspection, etc.). Vendor/Staff will be required to be CORI approved. Vendor/Staff will be required to attend any training as deemed necessary by the Norfolk County Sheriff's Office.

Vendor is required to provide a 30 day written notice of staff resignation/changes. Any vacancy created by resignation, termination, prolonged illness or leave must be filled immediately to ensure that full services are being provided/satisfied as

stipulated in this contract. Should vendor fail to fulfill this requirement, the NCSO has the right to terminate the contract immediately.

The NCSO observes 12 state and federal holidays on which services will not be required by the vendor. The NCSO will only pay a vendor for the actual staff hours worked, as indicated on NCSO contractor timesheets. Any vacation, holidays, sick time or personal days shall be the responsibility of the vendor, and will not be paid for by the NCSO.

For the duration of the contract, the vendor/vendor staff shall be subject to random drug testing upon the request of the Norfolk County Sheriff's Office. Random drug testing to be conducted off-site and at the time and location determined by the NCSO.

Vendor agrees to comply with all applicable state and federal laws with regard to Sexual Harassment/Discrimination. Vendor agrees to comply with all applicable state and federal laws with regard to Sexual Harassment/Discrimination, and the federally mandated Prison Rape Elimination Act of 2003 (PREA).

Vendor has read, agreed to and signed the Commonwealth of Massachusetts Mandatory Terms and Conditions, which are incorporated herein and its provisions. This contract is subject to funding as determined by the NCSO.

**Procurement: Using Standard State Contract Form**

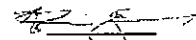
**Piggyback DOC Contract DOC RFR-BC-18-1044-ESPI-19423**

Source of Payment: **Jail**

No mileage, training reimbursements, transportation, fuel, energy, insurance or any other charges will be allowed throughout the duration of the contract(s) except as noted in scope of service.

**DATE OF THIS CONTRACT:** Performance shall begin on **December 1, 2023** and this Contract shall terminate on **March 2, 2028**. The NCSO requires notification of one month for cancellation of Agreement. This Agreement may be terminated at any time at the sole discretion of the NCSO.

**OPTION TO RENEW:** NONE

  
Initial

